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RECENT CASES.

CONSTITUTIONAL LAW.

Impairment of Contracts—Extending Time for Redemption—State, ex rel., Thomas Cruse Sav. Bank v. Gilliam, Sheriff, 45 Pac. Rep. 661 (Mont.). An act extending the time for redemption of premises sold under mortgage, as applied to mortgages executed before its passage, impairs the obligation of the contract, and is unconstitutional.

Interstate Commerce—Norfolk & W. R. Co. v. Commonwealth, 24 S. E. Rep. 837 (Va.). A state may in order to secure and protect the lives or health of its citizens, or to preserve good order and the public morals, legislate for such purposes, in good faith, and without discrimination against interstate or foreign commerce, without violating the commerce clause of the constitution of the United States, although such legislation may sometimes touch, in its exercise, the line separating the respective domains of National and State authority, and to some extent affect foreign and interstate commerce. A state law prohibiting the running of freight trains on Sunday is such legislation and does not conflict with the interstate commerce clause of the federal constitution.

CRIMINAL LAW.

Burglary—Breaking.—Pressley v. State, 20 South. Rep. 647 (Ala.). Where a building is made of logs and rests upon the ground without a floor other than the ground itself, digging a hole under the lower log and thus entering the house is a breaking sufficient for the crime of burglary.

Homicide—Dying Declaration.—State v. Parham, 20 So. Rep. 727 (La.). A declaration made by a person with full consciousness of approaching death which has been reduced to writing by his attending physician, signed by the declarant and his signature attested by a Justice of the Peace, is admissible in evidence as a dying declaration.

INSURANCE.

External, Violent and Accidental Means—Exceptions of Policy.—American Accident Co. of Louisville v. Carson. 36 S. W. Rep. 169

(Ky.). A person who is unexpectedly shot by another without cause or provocation is injured by "external, violent, and accidental means," and a policy insuring against such injuries which provides that it shall not cover intentional "injuries" inflicted by the insured or any other person refers only to non-fatal injuries.

Condition of Policy—Waiver by Agent, what Constitutes—Forfeiture—Reinstatement.—*Concordia Ins. Co. v. Johnson*, 45 Pacific Rep. 722. A general agent of a company issuing a policy may waive its conditions, although the policy denies him that power. To constitute a waiver there must be more than mere knowledge on part of the agent. His language and conduct must be such as to reasonably imply an intention on his part to consent to the improper use of the insured property. If policy is void on account of the breach of its condition, it is not reinstated and made effective by the mere fact that conditions are complied with again before the loss occurred.

RAILROAD COMPANIES.

Carriers of Passengers—Ejection from Car.—*McGhee, et al., v. Drisdale*, 20 South. Rep. 391. Action brought for damages alleged to have been sustained by reason of being put off a train. A passenger, offering an expired ticket as fare, was told by conductor that he would have to pay his way. Upon refusing to do so, he was gently led from the car, but returned and paid his fare. Evidence tended to show that the passenger had knowledge of time limit indorsed on back of ticket before purchasing it, and of the fact that it was out of date. Court held he had no cause of action against the railroad company.

Carriers—Ejection of Person from Train—Declarations of Brakeman.—*Lyons v. Texas & P. Ry. Co.*, 36 S. W. Rep. 1007 (Tex.). A person was forced to jump from a rapidly moving train at the point of a pistol presented by the brakeman who, at the same time, said, "The boss ordered me to put you off," and was injured. The declaration of the brakeman was held inadmissible to prove that the passenger was put off by the order of the conductor as being against the theory upon which declarations are admissible as part of the *res gestæ*.

Carriers—Wagonway in Freight Yard—Negligence.—*Curtis v. De Coursey*, 35 Atl. Rep. 183 (Pa.). The duty which a railway company owes to persons delivering or receiving freight in the care of a passageway for wagons from the public